

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 6 November, 1997  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA, acting by and  
through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to construct a new 3.5 mile section of SR-89A, from SR-89 to approximately 3/4 miles west of the intersection of Glassford Hill Road and SR-89A, and abandon ownership and maintenance jurisdiction of the old section of SR-89A between the intersection of the new SR-89A and old SR-89A, as well as the intersection of SR-89A and SR-89, in accordance with the map marked Exhibit A, which is attached hereto and made a part hereof, at an estimated cost of \$13,450,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 22017  
Filed with the Secretary of State  
Date Filed: 11/06/97

Betty Bayless  
Secretary of State

By: Wicky Greenwood

## II. SCOPE OF WORK

### 1. The County will:

a. Be the lead agency for the pre-construction phase (administration of the design) of the Project, and provide to State standards design studies, plans, specifications and such other documents and services required for construction bidding and construction of the Project. Acquire in the name of the State (except for condemnation) any additional required right-of-way for the Project and provide all necessary permits, clearances or approvals from any other impacted agencies. Incorporate or promptly resolve State review comments.

b. Be responsible for forty percent (40%) of the entire cost of the Project, excluding construction engineering, in an amount currently estimated at \$5,380,000.00.

c. During construction, reimburse the State for the County share of construction costs within 30 days after receipt of an invoice, and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

d. Upon completion of the Project and upon approval and by resolution of the Board of Supervisors, accept jurisdiction and maintenance responsibility for the old section of SR-89A between the intersection of the new SR-89A and old SR-89A, as well as the intersection of SR-89A and SR-89. Provide interim maintenance to (old) SR-89A during construction of the (new) SR-89A. Waive the four year advance notification requirements of Arizona Revised Statute 28-106.

### 1. The State will:

a. Be the lead agency for the construction phase (construction administration) of the Project. Review the design documents and provide comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the County on any Project related contract modifications. Provide construction engineering for the Project at no cost to the County. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Be responsible for sixty percent (60%) of the entire cost of the Project, and for all construction engineering, in an amount currently estimated at \$8,070,000.00. During construction, invoice the County for its share of the Project construction costs.

d. Upon completion, approve and accept the Project as complete and designate the new controlled access roadway as SR-89A. Be responsible for interim maintenance costs of (old) SR-89A during construction of (new) SR-89A. Upon approval by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for the old section of SR-89A between the intersection of the new SR-89A and old SR-89A, as well as the intersection of SR-89A and SR-89.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yavapai County  
County Administrator  
1015 Fair Street  
Prescott, AZ 86301

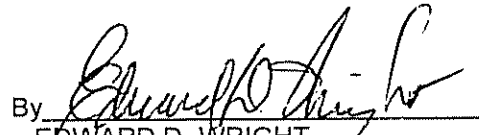
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
GHERAL BROWNLOW, Chairman  
Board of Supervisors

By   
EDWARD D. WRIGHT  
Deputy State Engineer

ATTEST

By   
BEVERLY STADDON  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of September 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the County of Yavapai, for the purpose of defining responsibilities for the County and the State to construct a new 3.5 mile section of SR-89A, from SR-89 to approximately 3/4 mile west of the intersection of Glassford Hill Road and SR-89A, and abandon ownership and maintenance jurisdiction of the old section of SR-89A.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID ALLOCCO

for LARRY S. BONINE  
Director

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY           )  
                                  ) ss  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says.

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record.,   OCTOBER 14, 1997.


The entry in the said minutes:

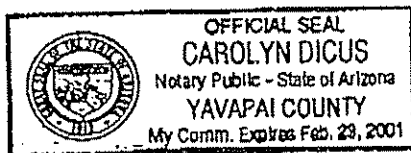
SEE ATTACHED

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me October 23 1997

My Commission Expires:

  
Carolyn Dicus  
Notary Public



Minutes of Board of Supervisors Meeting  
October 14, 1997  
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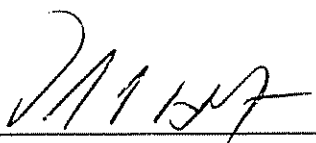
Drive and Grand View Road. Participating in discussion were Mark Moore, attorney for area property owner Jerry Gill; and adjacent property owners Ronald Shelton and George Franklin. After Mr. Straub stated that he did not have the value of the property to be abandoned, Supervisor Feldmeier moved to approve the abandonment with the understanding that the adjacent property owners would pay the value established by the Assessor. Supervisor Davis seconded the motion. Mr. Moore said his client objected to the abandonment because it would deprive him of emergency access needed in accordance with a previous abandonment which had occurred a few years ago, and because it would also deprive him of access to a portion of his property. He said the purpose of the abandonment request was to allow Mr. Shelton to obtain enough square footage for an adjacent lot to allow for a building site. Mr. Moore said that Mr. Franklin had also authorized him to say that Mr. Franklin, who is the other 50 percent owner, would withdraw his support of this request. He said it would not be appropriate at this time to abandon the road until the property owners have an opportunity to work things out. Mr. Shelton said it was his understanding from Central Yavapai Fire District Fire Marshal Paul Hernandez that Mr. Gill did not need emergency access off Frontier Crag. He said that in addition, Mr. Gill could gain access to his property from three other locations. He told the Board he would still be interested in pursuing abandonment even if Mr. Franklin withdrew his support. Mr. Franklin said he believed the property owners involved could work things out and asked the Board to delay its decision on this request. Saying that he had been unaware of any objections to this request earlier, Supervisor Feldmeier withdrew his motion and moved to hold this item in abeyance until November 10, 1997. Supervisor Davis seconded the motion, which carried by unanimous vote.

2. Consider approval of intergovernmental agreement with ADOT for Airport Connector Project. Participating in discussion were Dava & Associates engineer Pete Jorgenson and area resident Roger Spendek. In response to a question from Mr. Spendek, Mr. Straub stated that the total estimated cost of the project was \$16.4 million for Route No. 1, and that construction would hopefully be started in 1999 and completed late in 2000. Mr. Jorgenson cautioned that the \$16.4 figure was only an estimate and would most likely change as the time to construct grows nearer. This item was briefly deferred in order to provide staff an opportunity to review Chairman Brownlow's concerns regarding language in the IGA. Later in the day, Supervisor Davis moved to approve the agreement in an amount not to exceed \$5,380,000. Supervisor Feldmeier seconded the motion with the understanding that the figure represented the 40 percent County match for the project required by the IGA and that it was the IGA being approved on this day. The motion carried unanimously. Mr. Holst noted that staff would continue to work with property owners regarding the donation, trading and purchase of right-of-way for the project, and that he did not believe that all of the \$2.1 million allocated for right-of-way would be necessary. Mr. Spendek thanked the Board and Dava & Associates for the process it had used with regard to public meetings and encouraged the Board to establish plans for Glassford Hill Road before people move into the area, and to move forward quickly with noise abatement procedures such as planting trees for the Airport Connector project.
3. Approve payment to MAC Contracting, Inc. in accordance with award of the American Arbitration Association dated October 3, 1997, of approximately \$35,000. Approved by unanimous vote. Motion by Supervisor Feldmeier, second by Supervisor Davis. No

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

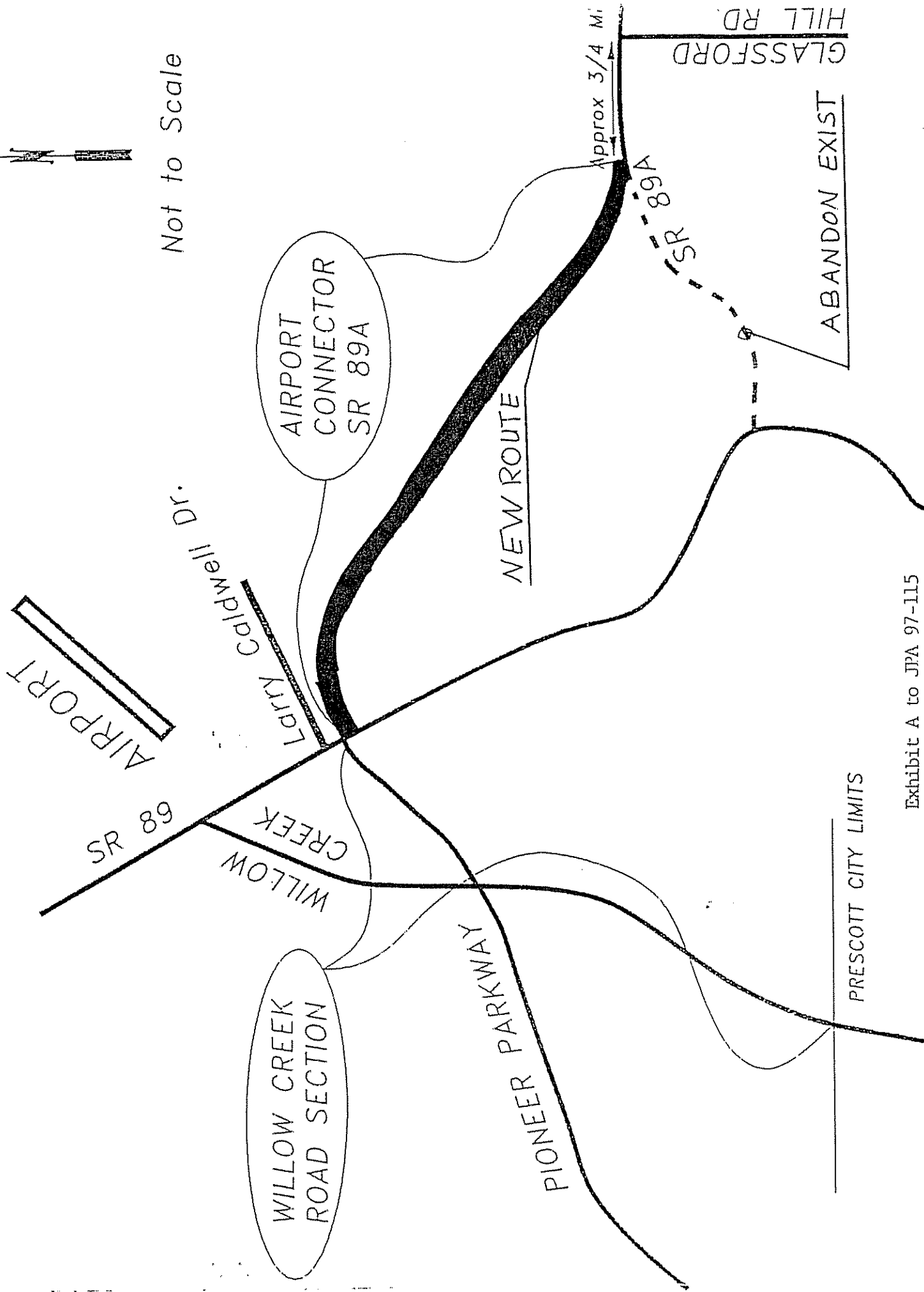
DATED this 14 day of October 1997

  
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County Attorney



Not to Scale







STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-2089TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 30, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/8554

Enc.